

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ABOVE ALL CO. FOREARM FORKLIFT
INC.,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No. 22-cv-3443

Judge John Robert Blakey

PRELIMINARY INJUNCTION ORDER

Plaintiff Above All Co. Forearm Forklift Inc. (“Forearm Forklift”) filed a Motion for Entry of a Preliminary Injunction against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least the domain names identified in Schedule A (the “Defendant Domain Names”) and the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, this Court GRANTS Forearm Forklift’s Motion in part as follows.

This Court finds Forearm Forklift has provided notice to Defendants in accordance with the Temporary Restraining Order entered August 31, 2022 [21] (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

This Court also finds, in the absence of adversarial presentation, that it has personal jurisdiction over Defendants because Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Forearm Forklift has provided a basis to conclude that Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of Forearm Forklift's federally registered trademark (the "Forearm Forklift Trademark") and copyrighted marketing material ("Copyrighted Material") to residents of Illinois. In this case, Forearm Forklift has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the Forearm Forklift Trademark and Copyrighted Material. *See* [10-4] through [10-15], which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the Forearm Forklift Trademark and Copyrighted Material.

This Court also finds that the injunctive relief previously granted in the TRO should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of Forearm Forklift's

previously granted Motion for Entry of a TRO establishes that Forearm Forklift has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Forearm Forklift will suffer irreparable harm if the injunction is not granted.

Specifically, Forearm Forklift has proved a *prima facie* case of trademark infringement because (1) the Forearm Forklift Trademark is a distinctive mark registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to use the Forearm Forklift Trademark, and (3) Defendants' use of the Forearm Forklift Trademark is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Forearm Forklift.

Further, Forearm Forklift has proved a *prima facie* case of copyright infringement because (1) Forearm Forklift owns valid copyrights in the Copyrighted Material, (2) the products sold by the Defendants are advertised with the same or substantially similar marketing materials as Forearm Forklift's Copyrighted Material, and (3) Defendants have had access to Forearm Forklift's Copyrighted Material.

Furthermore, Defendants' continued and unauthorized use of the Forearm Forklift Trademark and Copyrighted Material irreparably harms Forearm Forklift through diminished goodwill and brand confidence, damage to Forearm Forklift's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Forearm Forklift has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to

dispel the public confusion created by Defendants' actions. Accordingly, this Court orders that:

1. Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be preliminarily enjoined and restrained from:
 - a. using the Forearm Forklift Trademark or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Forearm Forklift product or not authorized by Forearm Forklift to be sold in connection with the Forearm Forklift Trademark;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Forearm Forklift product or any other product produced by Forearm Forklift, that is not Forearm Forklift's or not produced under the authorization, control, or supervision of Forearm Forklift and approved by Forearm Forklift for sale under the Forearm Forklift Trademark;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Forearm Forklift, or are sponsored by, approved by, or otherwise connected with Forearm Forklift;
 - d. reproducing, publicly displaying, distributing, or otherwise further infringing Forearm Forklift' copyrights in the Copyrighted Material; and

- e. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Forearm Forklift, nor authorized by Forearm Forklift to be sold or offered for sale, and which bear any of Forearm Forklift's trademarks, including the Forearm Forklift Trademark, or any reproductions, counterfeit copies, or colorable imitations.
2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
3. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, and Namecheap Inc., within seven (7) calendar days of receipt of this Order or prior to the expiration of this Order, whichever date shall occur first, shall disable the Defendant Domain Names and make them inactive and untransferable until further order by this Court.
4. Upon Forearm Forklift's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress,

Alibaba Group Holding Ltd. (“Alibaba”), Amazon.com, Inc., ContextLogic Inc. d/b/a Wish.com (“Wish.com”), and Dhgate (collectively, the “Third Party Providers”), shall, within seven (7) calendar days after receipt of such notice, provide to Forearm Forklift expedited discovery, limited to copies of documents and records in such person’s or entity’s possession or control sufficient to determine:

- a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
- b. the nature of Defendants’ operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants’ financial accounts, including Defendants’ sales and listing history related to their respective Online Marketplaces; and
- c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Inc. (“PayPal”), Alipay, Wish.com, Alibaba, Ant

Financial Services Group (“Ant Financial”), Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

5. Upon Forearm Forklift’s request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with (i) the sale of counterfeit and infringing goods using the Forearm Forklift Trademark; and (ii) the reproduction, public display, distribution, or other use of Forearm Forklift’s Copyrighted Material.
6. Any Third-Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants’ seller aliases, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto and any e-mail addresses provided for Defendants by third parties; and
 - b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants’ assets until further order by this Court.
7. Forearm Forklift may provide notice of the proceedings in this case to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), and

any future motions, by electronically publishing a link to the Pleadings, this Order, and other relevant documents on a website and by sending an e-mail with a link to said website to the e-mail addresses provided for Defendants by third parties. The Clerk of the Court is directed to issue a single original summons in the name of “Quanzhou Jinshidai Electronic Commerce Co., Ltd. and all other Defendants identified in the Operative Complaint” that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.


8. Exhibits 1 and 2 to Forearm Forklift’ Complaint (Docket Nos. 2 and 3), Forearm Forklift’s Amended Complaint and Exhibits 1-3 thereto (Docket Nos. 5 through 5-3), Schedule A to the Complaint and Amended Complaint (Docket Nos. 4 and 5-4), Forearm Forklift’s Motion for Temporary Restraining Order and Memorandum in support thereof (Docket Nos. 8 and 9), the Declaration of Mark Lopreiato (Docket No. 10), and Exhibits 1 through 4 thereto (Docket Nos. 10-1 through 10-15), Forearm Forklift’s Local Rule 3.4 Notice (Docket No. 7), and the TRO (Docket No. 17) are unsealed.
9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules

of Civil Procedure and the Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.

SO ORDERED:

Dated: September 27, 2022

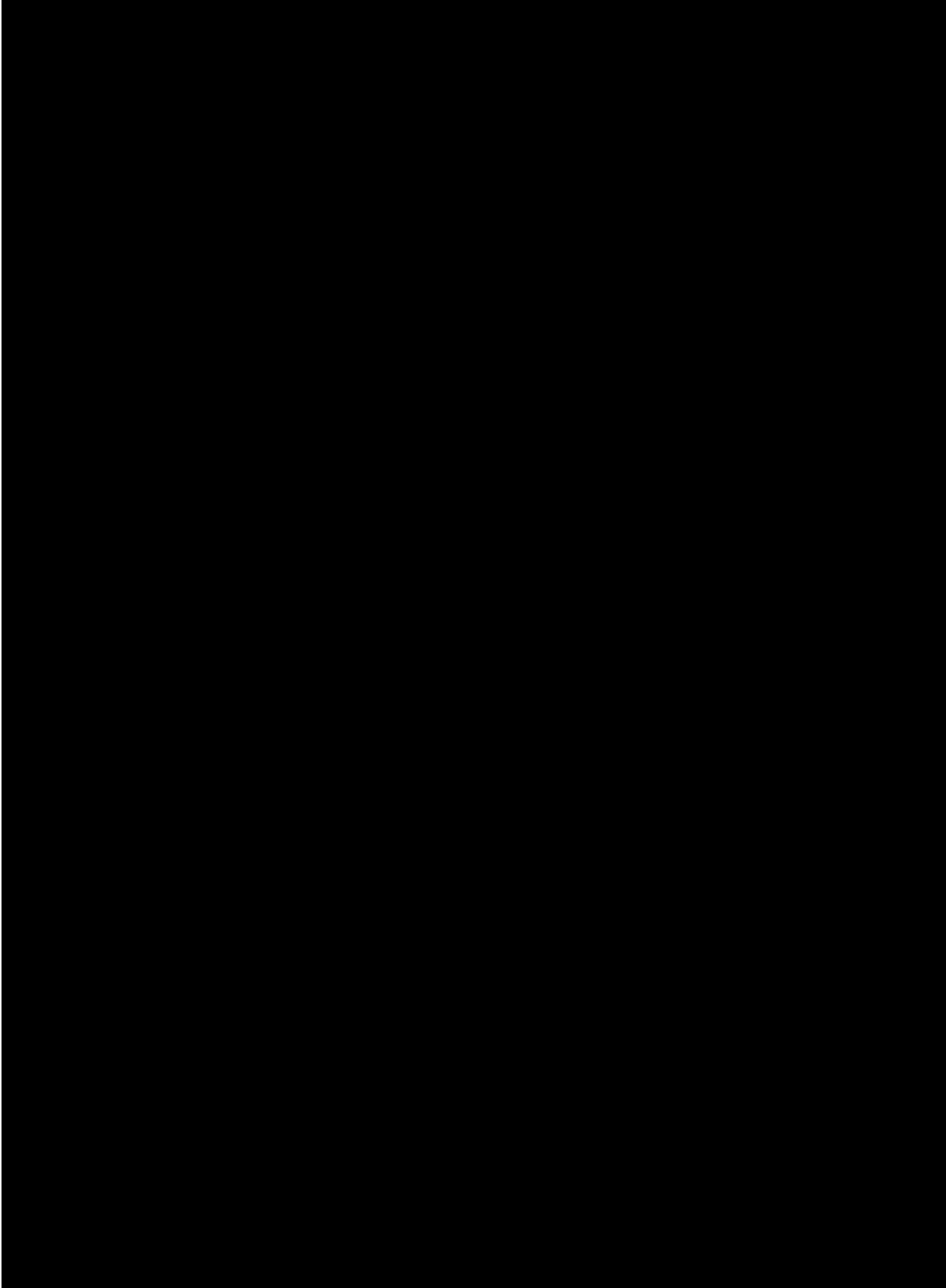
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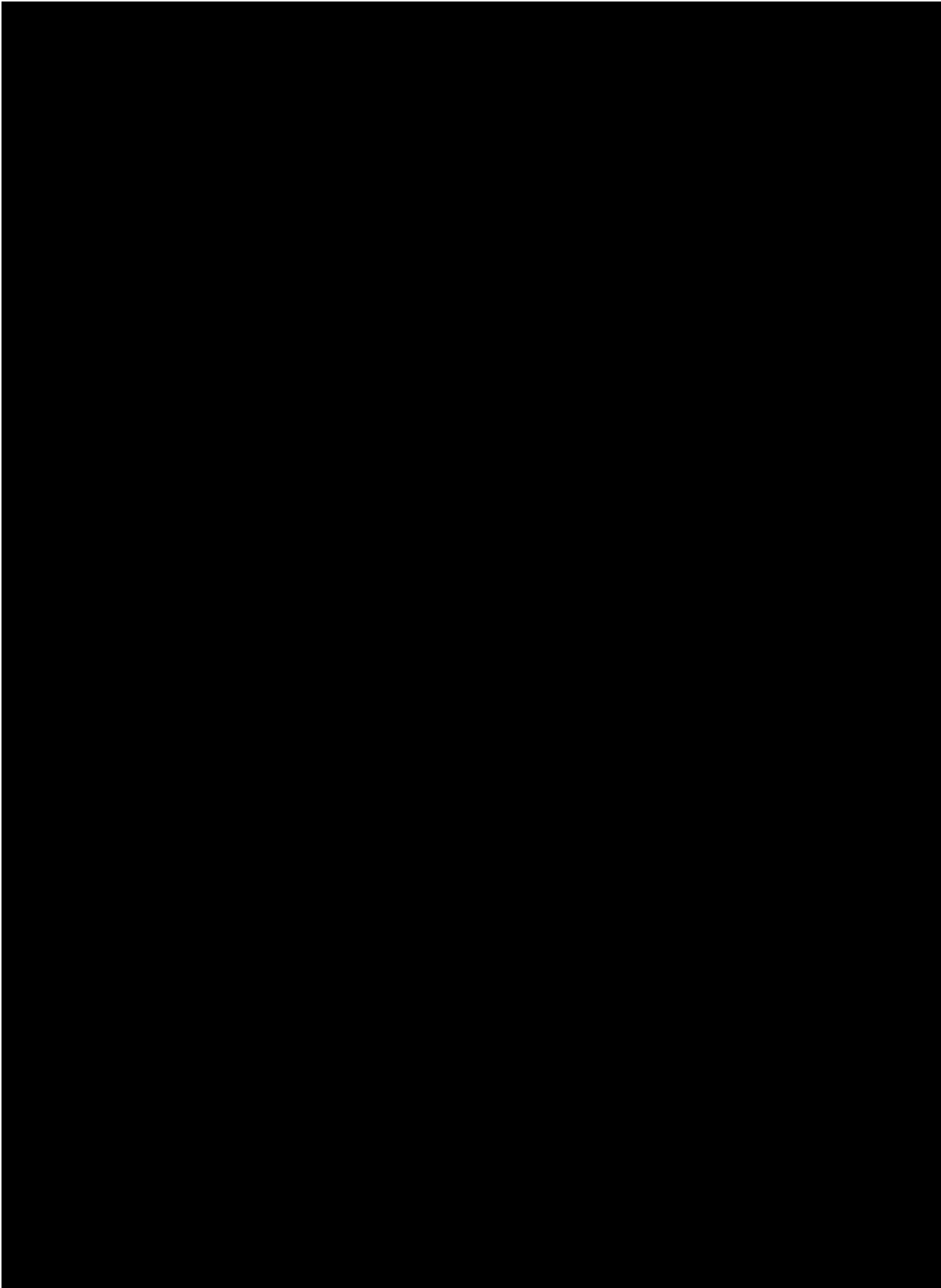


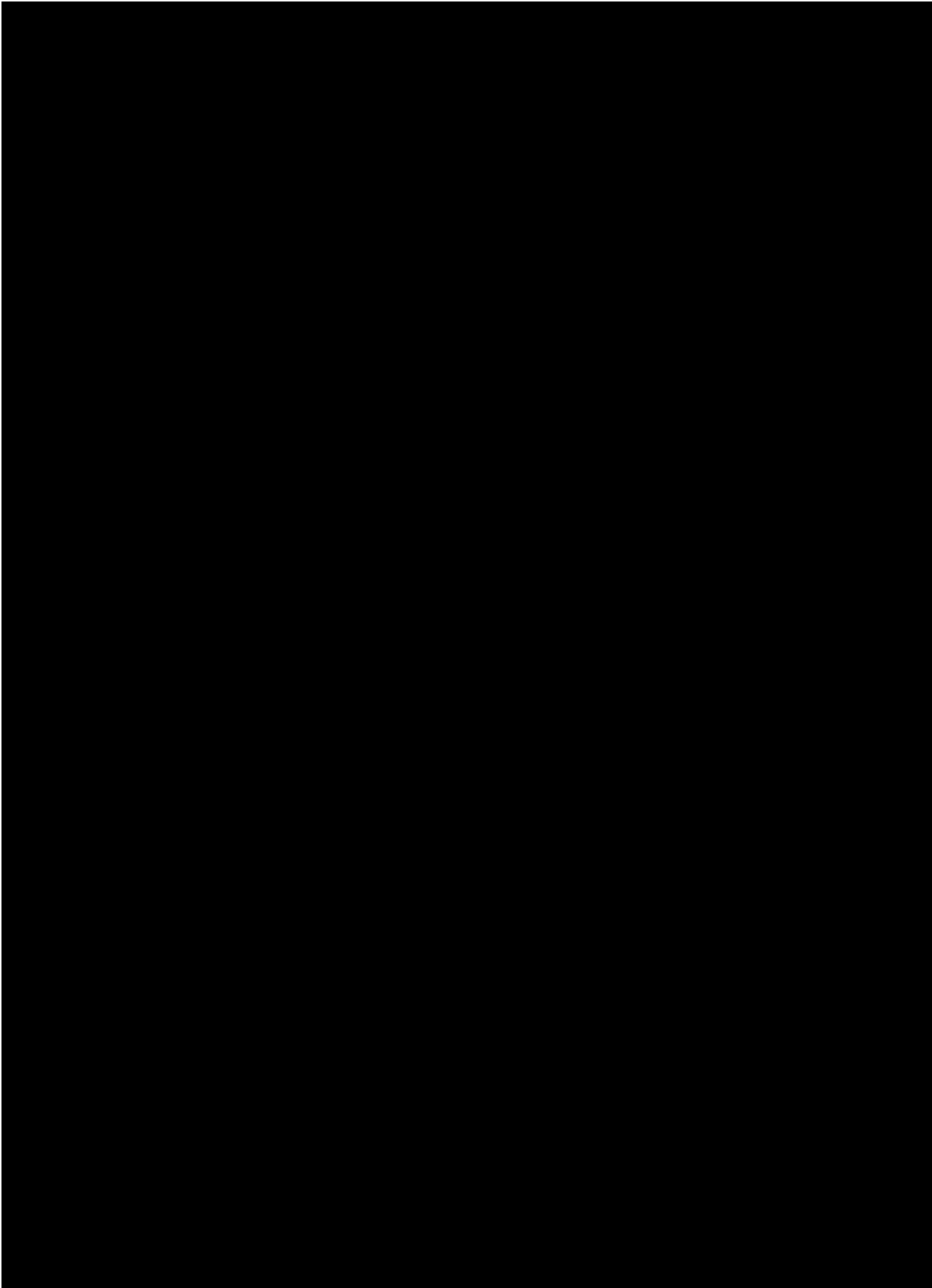
John Robert Blakey
United States District Judge

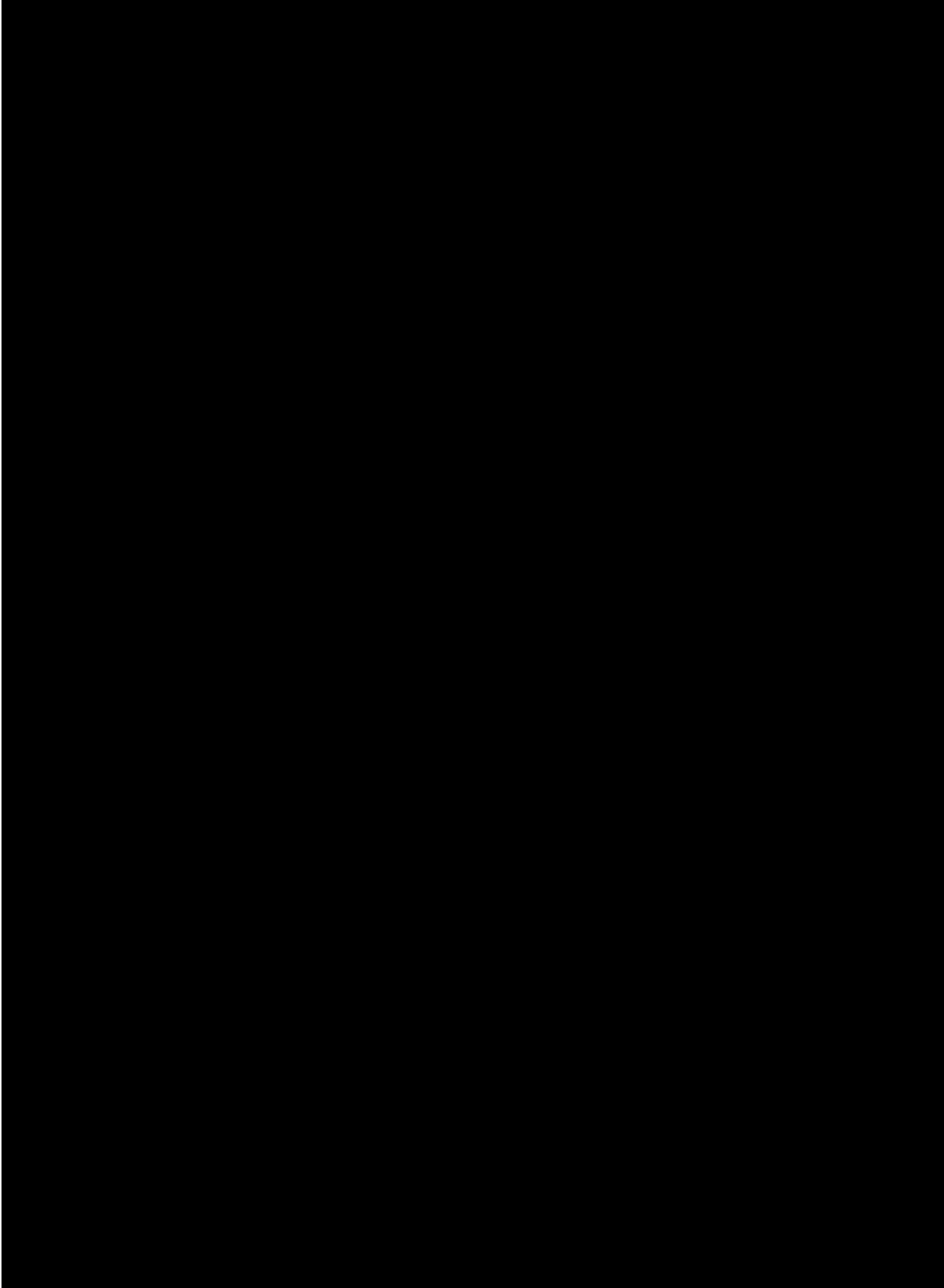
Schedule A

Def No.	Market-place	Merchant Name	Merchant ID	Product ID









196	Amazon	Crisisu	A1K8SMV0ZYFZHQ	B09Q2SPSPX
197	Amazon	Liyust-US	A1LFXUD3TJUES9	B09VB8TD8C
198	Amazon	Kuzawuy	A1M8BTI4O36V3D	B09SLWR1MJ
199	Amazon	Sunhuke-US	A1MDIATS6ZKLKA	B09V6VGKR1
199	Amazon	Sunhuke-US	A1MDIATS6ZKLKA	B09V6VGKR1
201	Amazon	Yeelur9	A1RBYLVF54ESW2	B09VV7KWCD
202	Amazon	Logute	A1S9FFS9KTKPHX	B09M9T8GTF
203	Amazon	Ufolet8	A1UXKXPS8MERP0	B09PHQTDFK
205	Amazon	Huidey-US	A1W5DIX3M53U4M	B09V3D8VR2
206	Amazon	Cybiufam-US	A1W5HGS9RNNV9Y	B09W34MDRQ
207	Amazon	Jiujiangshibaiyaodianzishangwuyouxiangongsi	A1X3K6VKA0617B	B098QH5L3F
209	Amazon	Yyigreat	A200G0NTUQQYEN	B09JRP6LJ2
210	Amazon	Fippkargo	A24WUZULLKDWQC	B09NVFPLT7
211	Amazon	Flsofot	A259TOA5XNUR7N	B09S5NB2QB
213	Amazon	Saying	A25ZYMSYCH04F2	B09RW5ZB27
214	Amazon	Hurmurs	A260GXQ8XP6NBI	B09QKB3NKKW
215	Amazon	HDSFBOP-US	A279S52BROHYQ0	B09VG2LHZ3
216	Amazon	Shenzhen Baibiao Technology Co., Ltd.	A28CWCEDPUW98F	B09RWFT2D2
218	Amazon	tanus	A28ZWXW3ZSVNZU	B09Q57Q8KG
219	Amazon	Taoyun	A2AD00CTTWBVQY	B08G56ZT3N
221	Amazon	裕美燕飞 (Yumi Enfei)	A2D7PMEXDA0ZE6	B09W5RWQLL
222	Amazon	YANRURI Shop	A2EXEGDU01P90E	B09WY9SJHK
223	Amazon	DeYiZhi Hardware Tools	A2F2A2OL2BVMBT	B09M3HLQY6
224	Amazon	Shuronan	A2HFR6YQESHQKS	B09WM471ZM
225	Amazon	Pinsofk	A2I7XCKXB4ZTQC	B09PBL69HY
226	Amazon	hlovem	A2KJG7P4TAB0XD	B09QGR92WB
227	Amazon	jamesyang6666	A2MEF225M4Z4PJ	B09CH43Z95
228	Amazon	shenghai home	A2Q3XFY8TKT83M	B08Y8MPLT9
229	Amazon	hongzhizhi-US	A2QU2IZ7O5TPH5	B09V6R1V7B
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230	Amazon	zeauslea99	A2RER0PV51DKIT	B09R7G6GQT
231	Amazon	junwuyan	A2S09PMVSR49B6	B09PKMDKXQ
231	Amazon	junwuyan	A2S09PMVSR49B6	B09PKMDKXQ
232	Amazon	Jiawoaus-US	A2TA26DWMO1SPZ	B09RWZ64K8
233	Amazon	Neufday	A2UCI716XSG1WH	B09SFGKX9Z
234	Amazon	Velaurs-US	A2UPGLAHD4808F	B09NNJGQD5

236	Amazon	Rutiy	A2WHOLT83NZ9Y0	B09S7J397N
237	Amazon	fastUU	A2WLZYMRRZX3ZZ	B09N2V15L9
238	Amazon	MORDEN MS	A2X8MRIHJP0O3K	B09JBH9GYG
238	Amazon	MORDEN MS	A2X8MRIHJP0O3K	B09N3GFJLZ
239	Amazon	Jimfoty	A2XKXB5S7PDYFN	B09M9YF8JV
241	Amazon	futushop	A2Y0EECM2578YM	B08TBPRN86
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243	Amazon	Xuwimaw-US	A31N8UXGFRICO3	B09VG187DP
244	Amazon	LUCYLEXI	A35KNG1L1WG32H	B08NXBN87T
245	Amazon	lapinks-us	A38GVUFQ7H51	B094CR5T7N
247	Amazon	Yunnyp	A3AZV7256W9RGZ	B09W5RFJYZ
247	Amazon	Yunnyp	A3AZV7256W9RGZ	B09W5RFJYZ
248	Amazon	lovexindong-US	A3B4GWRBDQ2CQ9	B09V3CZ8WT
248	Amazon	lovexindong-US	A3B4GWRBDQ2CQ9	B09V3CZ8WT
249	Amazon	Ruiqas2019	A3CC778V4NBO36	B09XMHCKHF
250	Amazon	Diydeg520	A3DBCW2ZSEXU52	B09N5QNRZK
251	Amazon	Woriil	A3DXG8UJC0RL9L	B09XB7H69G
252	Amazon	ManCangHong	A3FEEHFHR62NIH	B09NVV21MN
253	Amazon	ChicIEVE	A3FXMROPAIP6RA	B08P5L7ZGQ
254	Amazon	JuneUS	A3HCBU2I3T0D6C	B0957QJ15D
255	Amazon	Nineyea	A3J9SG99ZLMMZ9	B09WY9J51T
256	Amazon	Csoeep-US	A3K4RQHW00JKWM	B09V3L93YZ
257	Amazon	Danzheki-US	A3LE48720BO2BP	B09V6NWW5P
258	Amazon	pindao	A3QDN0XEJ2O2ZA	B0994GGPMR
259	Amazon	Qistubay	A3TQMKW23NIO1B	B09S2W9QTQ
260	Amazon	Siuyinzae-US	A45A5V04HZXKO	B09VFWCQGN
261	Amazon	wushuangtech	A4H6O4FT38IZ9	B094N586YH
263	Amazon	ROYCAR	A4SDKVJFNW3FQ	B087CTJTBP
264	Amazon	Luoyuu	A505H0U4TGVUQ	B09Q5TJ5W1
264	Amazon	Luoyuu	A505H0U4TGVUQ	B09MT2F8KK
265	Amazon	Rolity2020	AAAY4EU6BVC2T	B09K75DZTN
266	Amazon	Ranvoafuit-US	ABW8T739BOKG6	B09QGZRCC4
266	Amazon	Ranvoafuit-US	ABW8T739BOKG6	B09QGZRCC4
267	Amazon	taiyuanshiqixionglongbaihuoyouxi angongsi	AEXU84MS3DUA3	B09P1HQMR5
268	Amazon	Myusbest	AG0DSIYQBF678	B09H3CDRTL
269	Amazon	Absbest Store/Beatool	AGYCWUR3UXVUD	B09MJKHZJ8
270	Amazon	Haowecibm	AHGRQ0D6XYM20	B09QK67W4J
271	Amazon	Deryant	AI2D00DQ1IXUH	B09PXYZH2M
273	Amazon	PTone	AIUXF36NI7EAS	B094HRKVZW
275	Amazon	changqi home	AJBB817S5HW4T	B08Y8N8SST
276	Amazon	Gifkey-US	AMTROTL6Q5HX6	B09S6MR7MS

279	Amazon	Barley-US	ASXF9IEA558BF	B09M8K59JH
280	Amazon	LMOO3-US	ATGF2W2OCE972	B09V3K2NRG
281	Amazon	FAMKIT	ATPEX19KHQO66	B09K4DKKPR
284	Amazon	dongaxianyaozhaizhenjunjiarenbai huodian	AVBCQ3M4VXRVZ	B09K78LNZK
285	Amazon	Salepeak2020	AWSQRBOTSDTXX	B09JNMBS15
287	Amazon	Yaminger-US	AZKS32HNV97B3	B09V4KTJ3X
288	Bonanza	Alfathu	Alfathu	1220012262
289	Bonanza	Hello Buys	Hello Buys	1197989360
290	DHgate	Yuanbai	20060840	696182559
291	DHgate	Amandal	20244980	752489269
292	DHgate	Jigsaw	20245626	757759227
293	DHgate	Derricky	20245844	653878914
294	DHgate	Edmund02	20325793	657225343
295	DHgate	Jingbaisha08	20451269	428383910
296	DHgate	Moigo	20752558	403022007
297	DHgate	Carawayo	21084780	422166448
297	DHgate	Carawayo	21084780	423265205
298	DHgate	Dhbabyh	21422596	510848744
299	DHgate	Garvielee3	21495920	556888806
300	DHgate	fashion_living11	21546984	554000137
301	DHgate	boyashangmao	21578629	660885293
302	DHgate	Funoutdoor	21583693	683196369
303	DHgate	Huoxingerhao	21590653	730854441
304	DHgate	angelshopping888	21610211	674423733
305	DHgate	Jiabaoyuu	21630764	659101874
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306	DHgate	Shixiangyun	21630768	688223040
307	DHgate	Gauaike	21630830	650121658
308	DHgate	Yasuogu	21631009	750182335
309	DHgate	Suyuaafen	21631230	691441430
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313	DHgate	Libaifang	21635115	697763924
314	DHgate	Yanronpo	21635179	724357250
315	DHgate	Xufengpa	21635309	650841708
316	DHgate	Lululemens	21662412	697510942
317	DHgate	Sexyhanz	21666759	679331319
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319	DHgate	Hbps	21673952	688895662
320	DHgate	Minsexyshop	21759686	754591325
320	DHgate	Minsexyshop	21759686	754590955
321	DHgate	Tianyuxi	650046386	650046386
322	eBay	2013bestbuybest	2013bestbuybest	284709426559
323	eBay	bmkikig	bmkikig	194755144963
324	eBay	booo-fashion	booo-fashion	384766282915
325	eBay	chinese costume	chinese costume	203868374413
326	eBay	cutebite	cutebite	384691076986
327	eBay	fivestar1988	fivestar1988	274735730102
328	eBay	koalastore au	koalastore au	284618121627
329	eBay	mydream8882009	mydream8882009	175200368690
330	eBay	shoppingonetheway12	shoppingonetheway12	284557185744
331	eBay	wishes50	wishes50	125218286730
332	eBay	yepst-1	yepst-1	403557490517
333	Joom	U Home Life	5b10bfea8b4513036c1b a15f	5b5ac91e8b2c3701b7b724a 9
334	Joom	Global Electronic Mall	60e64fcafe296f3ee8b31 91c	61d3ad99b3d8620116f8835 2
335	Joom	Mini June	60f623aa552fd68beb2c c223	61a4f847f07ea401bbe5eb96
336	Joom	Outdoor courtyard	6142d9d6450a9499dc6 9b57f	6180f655c6b4db01d3522f5 8
337	Shopify	amplelife	ample-life.com	forearm-forklift-lifting-and- moving-straps-labor-saving- furniture-moving-strap- easy-carry-shoulder-mover- rope-home-carrying-belt
342	Walmart	World Deal	101043448	399977502
343	Walmart	La Vie en Rose	101110678	352973335

344	Walmart	sichuanchenghongtaidianzishangwuyouxiangongsi	101114977	105355864
345	Walmart	zhengzhouqitishangmaoyouxiangongsi	101121235	596678774
346	Walmart	zhengzhoubiansongshangmaoyouxiangongsi	101121267	854858505
347	Walmart	shenzhenshiyiruichuanghuimaoyiyouxiangongsi	101122588	604403334
348	Walmart	Aomeily	101122601	376937779
349	Walmart	qishuashua	101131871	352806304
350	Wish	JR	56e3f01bd328025e3ae94e88	58ea2f511ca3c83adef1d688
350	Wish	JR	56e3f01bd328025e3ae94e88	5846ad9f5eee884d750ca66c
351	Wish	Excel_meng	57bc501caa6836695054e08a	5917e1bd49043a271b4bb35d
352	Wish	shenzhen morphic technology Co.,ltd	57de65502d416c1087501707	5a9cf9a97c74930a3fc61ea7
353	Wish	Anything else	588ac1fd4837354d6ba9c769	58bd927f49020753190b46a1
354	Wish	Varin Snake	58fc8ee2b862ea10fe0bc088	590ea37326d96f27a85d6ee2
355	Wish	YY88	590ea9b975479372c530e7ab	590eb7922da1ba25ab0ae105
356	Wish	yzl2018	5a3f1ee60c47f32f57f438ad	5c31fc7d5b6f3d1b3251397f
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357	Wish	Creative Fashion Life	5e4e9d9429e78637020b6a88	60ed8a1db879e49020f843d3
358	Wish	Home & Garden HK	5fd3165b9a34f40052ced293	610c917b9baf1cb05c215a68
358	Wish	Home & Garden HK	5fd3165b9a34f40052ced293	610c91811e97c18391745d95
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360	Wish	sioeoufie	603c5686c9c1ce672abab5ed	60efe42162acc5cc9675c68d
361	Wish	Sunny Store-753	60cdc94bdf94d853c03531c2	61c1933f23f48b52cfe5c86d
362	Wish	remofy	615e6936897d4c419d921754	6166a4e57b33b852a10150f6